

## **Privacy Policy**

Kia Motors South Africa (Proprietary) Limited, Registration Number: 1968/003273/07 (“Kia Motors South Africa”) recognises that privacy is important. We are committed to maintaining the privacy and security of the users of our website’s personal and private information (“user information”) submitted to Kia Motors South Africa via the [www.Kia Motors South Africa.co.za](http://www.KiaMotorsSouthAfrica.co.za) website (“the/this website”). This Privacy Policy applies to all our Services, Products and our website and outlines Kia Motors South Africa’s practices and commitment to the users of our website (“users”) in this regard. This policy must be read with the terms and conditions of the User Agreement that is incorporated into this policy. If you have any questions about this Privacy Policy, please feel free to contact us through our website or write to us at: [kiasa@kia.co.za](mailto:kiasa@kia.co.za).

### **1. USER’S CHOICE**

The user always has the choice whether to provide Kia Motors South Africa with certain user information via the website. Please note however that the withholding of certain details may limit the services Kia Motors South Africa is able to provide.

### **2. PROTECTION OF USER PRIVACY AND USER INFORMATION**

The user always has the choice whether to provide Kia Motors South Africa with certain user information via the website. Please note however that the withholding of certain details may limit the services Kia Motors South Africa is able to provide.

#### **a. What is user information?**

User information refers to personal and private information submitted to Kia Motors South Africa via the website that identifies or relates to a user, whether the user is an individual or a business. This information includes details such as name,

age, ID numbers, Registration Numbers, addresses and other contact details, income and payment records and financial information.

b. Why does Kia Motors South Africa collect user information?

Kia Motors South Africa uses user information to identify the customer and to offer better online service. User information is also necessary to enable Kia Motors South Africa to contact the user in the event of any query. Kia Motors South Africa further uses user information to bring to the user's attention details of Kia Motors South Africa's other services and products. The more Kia Motors South Africa knows about you, the better we can serve you.[THIS INFORMATION MAY ALSO BE REQUIRED AS A RESULT OF STATUTORY OR PROCEDURAL OBLIGATIONS, E.G. FOR VEHICLE REGISTRATION OR COMPLIANCE WITH FAIS AND FICA]

c. You can help to maintain the security of your user information by:

i. not sharing your user ID or password with anyone;

ii. changing your user password regularly;

iii. remembering to sign off after using the website services;

iv. not leaving the user's computer unattended while conducting online transactions;

v. helping Kia Motors South Africa to maintain accurate records by informing Kia Motors South Africa when changes occur in the user's information enabling us to update our records accordingly;

vi. not sending any confidential information via non-encrypted e-mail;

vii. not supplying your user information to any site you doesn't know or trust.

### **3. DISCLOSURE OF USER INFORMATION**

a. The only instances in which Kia Motors South Africa will share user information with other companies or individuals outside of Kia Motors South Africa, is when:

i. we have your consent. In respect of marketing services or products, consent to collect or use information can be expressed (for example signing an agreement) or implied (for example if the user is given an opportunity to opt out of a specific form of information sharing, but choose not to do so, it implies that the user chooses to share this information.

ii. we provide such information to our subsidiaries, affiliated companies or other trusted business or persons for the purpose of processing user information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.

iii. We have reasonable belief that access, use, preservation or disclosure of such information is reasonable necessary to: satisfy any applicable law, regulation, legal process or enforceable governmental request; enforce applicable terms of service, including investigation of potential violations thereof; detect, prevent, or otherwise address fraud, security or technical issues; or protect against harm to the rights, property or safety of Kia Motors South Africa, the users or the public as required or permitted by law. iv. Kia Motors South Africa may share with third parties certain pieces of aggregated, non-personal information, such as the number of users who searched for a particular term, for example, or how many users clicked on a particular advertisement. Such information does not identify the user individually.

v. Other companies routinely contact Kia Motors South Africa for user information.

Kia Motors South Africa will, however, only share user information in the instances where disclosure is made at the user's request or with the user's consent

vi. Credit Reference Agencies. Information about a user's personal debt owed to Kia Motors South Africa may be disclosed to credit reference agencies, where the user has fallen behind with payments and has not made proposals satisfactory to Kia Motors South Africa for repayment of debt following formal demand or where the user has given Kia Motors South Africa written consent or where the user has a cheque referred to drawer, the information is placed on a cheque verification service. The User hereby consents that, and authorizes Kia Motors South Africa or its agent to, at all times: contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the User; furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the User to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the User's dealings with Kia Motors South Africa.

b. The type of user information the user will be asked to provide will vary according to the product or services required.

#### **4. COLLECTING OF INFORMATION AND HOW SUCH INFORMATION IS USED**

a. Kia Motors South Africa offer a number of services that do not require you to register for an account or provide any personal information to us, such as a product search. In order to provide our full range of services, we may collect the following types of information:

i. Information you provide

When the user signs up for a Kia Motors South Africa Account or other service or promotions that require registration, we ask for personal information (such as your name, email address and a user password). For certain services, we also request payment account information which we maintain in encrypted form on secure servers. Kia Motors South Africa may combine the information the user submit under the user's account with information from other Kia Motors South Africa services or third parties in order to provide the user with a better experience and to improve the quality of our services. For certain services, we may give you the opportunity to opt out of combining such information.

## ii. Cookies

When the user visits the website, Kia Motors South Africa send one or more cookies – a small file containing a string of characters – to your computer or other device that uniquely identifies your browser. This data is stored on the user's browser. The cookie is sent back the Kia Motors South Africa web-server each time the user visits the website. Cookies are not computer programs and do not run on a computer like programs do. It cannot gather information or function independently and cannot collect any personal information about the user or the user's machine and cannot gather data or information about what the user does on the Internet. Cookies merely enable Hyundai to provide a more valuable online experience to the user. Kia Motors South Africa use cookies to improve the quality of service, including for storing user preferences, improving search results and ad selection, and tracking user trends, such as how users search. While the user can set up his / her Internet browser to disable cookie technology, Kia Motors South Africa does not recommend that the user does this since some parts of this website and Kia Motors South Africa's online services are cookie enabled. Kia Motors South Africa cannot be held liable for a user's personalized information changing or being deleted as a result of the user's disablement or deletion of cookies.

## iii. Log Information

When the user access Kia Motors South Africa services, our server automatically record information that the user's browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser.

#### iv. User Communications

When the user sends email or other communications to Kia Motors South Africa, we may retain those communications in order to process the user's inquiries, respond to the user's requests and to improve our services. Kia Motors South Africa may use user information to send the user information on new services or products that may be of interest to the user and from time to time will mail, e-mail or SMS information to the user about Kia Motors South Africa Internet access or Kia Motors South Africa, products and services or on the Associated Motor Holdings Group of Companies (of which Kia Motors South Africa forms part) and its products or services. The user will have the option to indicate that he/she does not want to receive such specific product communications in future, at time of receipt of the communication. The user will, however, continue to receive other product information until the option to not receive future communications has again been selected for such specific product. Please note that regular non-encrypted e-mail is not secure. For this reason Kia Motors South Africa will not include confidential information in an e-mail response.

#### v. Affiliated Kia Motors South Africa Services on other sites

Kia Motors South Africa offer some of our services on or through other websites. Personal information that the user provides to those sites may be sent to Kia Motors South Africa in order to deliver the service. We process such information under this Privacy Policy. The affiliated sites through which our services are offered may have different privacy practices and Kia Motors South Africa encourages users to read

their privacy policies.

vi. Gadgets

Kia Motors South Africa may make available third party applications through its services. The information collected by Kia Motors South Africa when you enable a gadget or other application is processed under this Privacy Policy. Information collected by the application or gadget provider is governed by their privacy policy.

vii. Links

Kia Motors South Africa may present links in a format that enables us to keep track of whether these links have been followed. Kia Motors South Africa uses this information to improve the quality of our search technology, customized content and advertising.

viii. Other sites

This Privacy Policy applies to Kia Motors South Africa services only. We do not exercise control over the sites that include Kia Motors South Africa applications, products or services, or links form within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you

b. Kia Motors South Africa only processes personal information for purposes:

i. described in this Privacy Policy and / or the supplementary privacy notices for specific services;

ii. of providing our services, including the display of customized content and advertising;

iii. of auditing, research and analysis in order to maintain, protect and improve our services;

iv. of ensuring the technical functioning of our network;

v. of protecting the rights or property of Kia Motors South Africa or the users of the website; and

vi. of developing new services.

## **5. INFORMATION SECURITY**

a. Kia Motors South Africa takes appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

b. Kia Motors South Africa restricts access to personal information to Kia Motors South Africa employees, contractors and agents who need to know that information in order to operate, develop or improve our services. These individuals are bound by confidentiality obligations.

## **6. DATA INTEGRITY**

Kia Motors South Africa processes user information only for the purposes for which it was collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and process the personal information needed to provide or improve our services or as otherwise permitted under this

Policy. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but depend on the users to update or correct their user information whenever necessary.

## **7. ACCESSING AND UPDATING PERSONAL INFORMATION**

When using Kia Motors South Africa services, we make reasonable efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We request individual users to identify themselves and the information requested to be accessed, corrected or removed before processing such request, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct or delete user information.

## **8. CHANGES TO PRIVACY POLICY**

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Privacy Policy without your consent, and we expect most such changes to be minor. Regardless, we will post any Privacy Policy changes on this page, and if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of Privacy Policy changes). Each version of this Privacy Policy will be identified at the top of the page by its effective date, and we also keep prior versions of this Privacy Policy, if any, in an archive for your review.

## **Terms and Conditions**

1.1. The use of the Company's products, software, services and web sites (collectively referred to as 'the services' in this document and excluding any services provided to you by the Company under a separate written agreement) is subject to the terms and conditions of use as set out below and constitutes a legal agreement between you and the Company. The latest version of these terms and conditions apply each time you visit the web-site or use the services. IT IS IMPORTANT THAT YOU READ AND UNDERSTAND THE TERMS OF USE APPLICABLE TO THE SERVICES.

1.2. The terms and conditions referred to in paragraph 1.1 becomes effective when you access the web site for the first time or when you use the services for the first time and constitutes a binding agreement between[SM1] Kia Motors South Africa (Proprietary) Limited, Registration Number: Kia Motors South Africa and the user.

1.3. Unless otherwise agreed in writing with the Company, the user's agreement with the Company will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as 'Universal Terms'.

1.4. The user's agreement with the Company will also include the terms of any Legal Notices applicable to the services, the standard terms and conditions of sale of the Company, including its fee structure, billing and credit rules as well as the terms of any Dealer Agreement entered into between you and the Company, in addition to the Universal Terms. All of these are referred to below as the 'Additional Terms'. Where Additional Terms apply to a service, these will be accessible for you to read either within, or through the user's use of, that service.

1.5. The Universal Terms, together with the Additional Terms, form a legally binding agreement between you and the Company in relation to your use of the services. Collectively, this legal agreement is referred to below as the 'Terms'.

1.6. If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that service.

1.7. THE USER IS RESPONSIBLE FOR PREVENTING UNAUTHORISED ACCESS TO THIS WEBSITE BY SAFEGUARDING ITS ASSIGNED USERNAME AND PASSWORD!

1.8. IT IS IMPORTANT THAT YOU TAKE THE TIME TO READ THEM CAREFULLY. IF YOU ARE UNCERTAIN OR IF YOU DO NOT AGREE WITH THE TERMS, THEN YOU SHOULD NOT ACCEPT THEM!

## **2. ACCEPTANCE**

2.1. The Company's online services are subject to registration and approval, which the Company may accept or reject at its sole discretion.

2.2. The Company will provide you with the services only once you have accepted the Terms when registering with us. You may not use the services if you do not accept the Terms.

2.3. You can accept the Terms by:

2.3.1. in the event of the purchasing of parts, clicking to 'submit order', where this option is made available to you by the Company in the user interface for any service;  
or

2.3.2. in the event of the purchasing of vehicles, clicking to 'order vehicle', where this option is made available to you by the Company in the user interface for any service;  
or

2.3.3. by actually using the services. In this case, the user understands and agrees that the Company will treat your use of the services as acceptance of the Terms from that point onwards.

2.4. You may not use the services and may not accept the Terms if you:

2.4.1. are not of legal age to form a binding contract with the Company; or

2.4.2. are a person barred from receiving the services under the laws of the Republic of South Africa or other countries including the country in which the user is resident or from which the user uses the services; or

2.4.3. are not authorized in terms of a Dealer Agreement or Employment Agreement to order vehicles and / or spare parts or have registered as a user.

2.5. BEFORE YOU CONTINUE, YOU SHOULD PRINT OFF OR SAVE A LOCAL COPY OF THE UNIVERSAL TERMS FOR YOUR RECORDS!

### **3. DEFINITIONS**

3.1. 'Agreement' means the Terms, Additional Terms, Legal Notices and Privacy Statement;

3.2. 'Buyer' means a person, firm, company or close corporation or any other legal entity who order or purchase any goods or services offered for sale on this web site.

3.3. 'fees' means any charges which the Company charge as per the Billing Statement;

3.4. 'the Company' means Kia Motors South Africa (Proprietary) Limited, Registration Number[SM2] [SM3] : Kia Motors South Africa, a private company duly incorporated in terms of the laws of the Republic of South Africa;

3.5. 'Indemnified Party' means each of the Company, its officers, contractors, consultants and agents from time to time, and any related entities, associates or affiliates of AMH, and each of their respective officers, employees, contractors, consultants and agents from time to time;

3.6. 'Intellectual Property Rights' means industrial and intellectual property whether protected by common law or under statute, including (without limitation) copyright and neighbouring rights, all rights in relation to inventions (including registered patents and the benefit of any application for a patent), registered and unregistered trademarks, registered and unregistered designs, circuit layouts, and other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world;

3.7. 'user' or 'users' for the purposes of clauses 12 and 13, means any Buyer, or someone who is otherwise using the Site;

3.8. 'VAT' means value-added tax, or other consumption tax;

3.9. 'we', 'us', 'our', 'ourselves' and 'the Company' are used interchangeably in this Agreement and all mean 'the Company';

3.10. 'you' or 'your' means the Buyer, its successors and permitted assigns; and

3.11. 'your personal information' includes 'personal information' as defined in the Promotion of Access to Information Act, No. 2 of 2000, which act can be downloaded from: <http://www.polity.org.za/html/govdocs/legislation/2000/act2.pdf>.

#### **4. OWNERSHIP OF WEBSITE DOMAIN AND SOURCE CODE**

4.1. This website domain and its contents are the property of Kia Motors South Africa (Proprietary) Limited[SM4].

4.2. Kia Motors South Africa the owner of the source code of this website[SM5].

#### **5. INFORMATION ON THIS SITE**

5.1. All information on this site is only intended to provide the user with general information about the Company, the Company products and the Company Services.

5.2. The online products and online services available on this website are only available to persons that reside in, or are nationals of, or are incorporated under the laws of the Republic of South Africa ('RSA') collectively referred to as 'RSA Nationals', unless the parties expressly agree otherwise in writing.

5.3. All information regarding the online products and online services including information in respect of the terms and conditions, purchase prices or any other matter, is subject to change without notice.

5.4. The site and all information provided on this site and the services provided on this site, are provided 'as is' and should not be treated as advice of any kind. The user should consult with a professional advisor before relying on any information on this site.

5.5. The Company may use the services of other third party organizations to provide information on this site. The Company has no control over the third party information and makes no representations or warranties of any nature as to its

accuracy, appropriateness or correctness. The Company will not be directly or indirectly liable for any damages that may arise from the user's reliance on it.

## **6. PROVISION OF SERVICES**

6.1. We will provide you with the Services, which will enable the user to:

6.1.1. submit warranty claims online;

6.1.2. order spare parts and to track spare part orders, including parts enquiries, obsolete parts returns and courier tracking online;

6.1.3. order vehicles and to track vehicle orders, including enquiries regarding vehicle availability, progress tracking of ordered vehicles, Dealer swops and NATIS release for purposes of registration of new vehicles;

6.1.4. make use of any other services offered on the web-site.

6.2. We will provide you with a username and password in order to login as required.

6.3. It is your responsibility to safeguard your assigned username and password to prevent unauthorized accessing of the website.

6.4. We reserve the right to alter or vary your preferred username and password at any time and will notify you of any such alteration (by email where possible).

6.5. You agree to provide all necessary equipment, network connections and software to access this Site.

6.6. We may:

6.6.1. set limits or conditions on the right to certain services, features or functions on this site;

6.6.2. restrict access to parts of or all of the services on site; and

6.6.3. modify, suspend or discontinue this site, whether temporarily or permanently, without notice.

## **7. FEES**

7.1. It is a condition of using the Services that you agree to the Additional Terms (which, without limiting the generality of the foregoing, include the fee structure, billing, credit rules and the standard terms and conditions of sale of the Company), which in addition to the Universal Terms shall govern the transactions done via this web-site as set out in clause 1 above. If you do not agree to this condition, then please do not accept these terms and conditions.

7.2. We may choose in our sole discretion to change our fee structure, billing and payment rules from time to time and such changes shall be effective forthwith.

7.3. We may choose in our sole discretion to change our fee structure, billing and payment rules from time to time, for promotional events and such changes are effective for the dates specified when we post such a promotion on this Site.

7.4. We reserve the right in our sole discretion to alter or remove any Services or withdraw any Services offered. In the event that we introduce a new Service, any fees for that Service will take effect from the launch of that Service, unless otherwise stated.

7.5. Unless otherwise stated, all fees are quoted in South African Rands and are inclusive of VAT and the price of each product is displayed with the product or service.

7.6. It is the sole duty and responsibility of the individual user to satisfy itself regarding any import duties payable by recipients of goods in foreign countries. The Company does not accept any liability with regarding to any import duties payable as aforesaid, cannot advise users with regard thereto and cannot calculate or estimate such duties.

7.7. Users are given the right to purchase items on this Site by paying the relevant fees. This does not involve purchasing the rights to the actual web pages, which remain the property of the Company. We reserve the right in our sole discretion to place third party advertisements on the pages without your consent or payment to you.

7.8. Although the Company will make every reasonable effort to ensure that the information supplied on this website (including product information and prices thereof) is correct, these information is subject to final confirmation at the time of finalizing the transaction. It is specifically recorded that should errors occur and products or services are offered at incorrect prices, the Company shall not be obliged to sell products and services at such incorrect prices. If a product or service was offered at an incorrect price, then the user shall be entitled to cancel the orders for products and services ordered at such incorrect prices in which event the Company's sole liability towards the user shall be the refund of any monies already paid by the user.

7.9. The Company carry limited stock of all goods on offer. The Company shall take all reasonably efforts to discontinue the offer as soon as stock is no longer available. However, should products and services on offer no longer be available, the

Company's sole liability towards the user shall be the refund of monies already paid by the user where the Company is unable to fulfill orders at the advertised prices.

7.10. The Traditional payment methods existing prior to the use of this website shall endure once this website facility is operational and payment will be governed by the Terms.

7.11. the Company reserves the right to refuse or accept and / or execute an order without giving any reasons therefore and shall be entitled in their absolute and sole discretion to cancel orders in whole or in part should the prevailing circumstances so dictate, in which event the Company's sole liability towards the user will be the refund of monies already paid by the user.

## **8. USER**

8.1. You agree and warrant to us and separately to the Seller that:

8.1.1. your personal information:

8.1.1.1. is accurate and not false, misleading, deceptive or fraudulent;

8.1.1.2. does not breach any Intellectual Property Rights of a third party;

8.1.1.3. is made in compliance with all applicable laws, government regulations or guidelines;

8.1.1.4. is not forged, threatening or offensive or otherwise constitutes harassment;

8.1.1.5. does not contain confidential information or trade secrets of a third party unless you have obtained the consent of the third party owner;

8.1.1.6. does not contain any viruses, worms, Trojan horses or other invidious programs or data, whether attached to or embedded in other programs or data or not;

8.1.1.7. will not defame (libel or slander) another person or transmit misleading or inaccurate information of any kind, whether of a personal or commercial nature;

8.1.2. you have the legal capacity to purchase or use any goods or services that you purchase, and, will not otherwise be breaching any law in purchasing the goods or services;

8.1.3. you will not order any goods or services on this Site, unless you are able, and have sufficient, available capacity to pay for those goods or services;

8.1.4. the purchase of any goods and / or services on this Site is absolutely at your own risk; and

8.1.5. to the extent permitted by law, the Seller may exclude all terms, conditions, warranties whether express, implied, statutory, common law, or otherwise, relating to those goods and services, in all of the Seller's dealings in connection with the goods and services that you may purchase from the Seller on this Site.

## **8.2 LIMITED-EDITION VEHICLES**

8.2 The Company may issue notices and advertise on various platforms, including this website, regarding certain promotions on limited edition vehicles run by the Company from time to time.

8.3 These terms and conditions regarding limited edition vehicles shall be read in accordance with the remainder of the terms and conditions contained herein and more specifically with clauses 2.4.3, 7.3, 7.4, 7.5, 7.8 and 7.9 above.

8.4 The Company may from time to time request that an interested party register online on the Company's website and in addition pay a reservation fee of 10% of the value of certain limited-edition vehicles, or as may be otherwise specified, in order to secure orders from interested party's which will afford them preference over other interested parties held on waiting lists. Such reservation fees must be paid within 5 days of the interested party indicating to the Company its intention to purchase such limited-edition vehicle, directly to the Company by way of bank guaranteed cheque, EFT or bank deposit or as may be otherwise directed by the Company from time to time. Proof of payment must be provided to the Company by way of email to [chayaf@kia.co.za](mailto:chayaf@kia.co.za). No cash will be accepted at any of the branches or premises of the Company.

8.5 The reservation fee paid by the interested party will be held in a separate holding account by the Company and such reservation fees will be held by the Company purely to confirm interested parties of such limited-edition vehicles.

8.6 A confirmation of receipt of the reservation fee will be sent by the Company to the interested party within 24 hours of receipt to the interested parties' selected method of communication. Should the Company not be in receipt of the reservation fee within 3 days after payment has been made by the interested party then the Company will notify the interested party accordingly and the interested party accepts that the interested party may forfeit their registration and such preference on orders associated with such payment.

8.7 Notwithstanding what is set out in the remainder of these terms and conditions and in the disclaimer on this website, the interested party indemnifies the

Company and associated indemnified parties against all harm, losses and/or damages that may be sustained by them upon:

- a) the interested party attending to such payments which may be erroneously paid or otherwise by the interested party to an incorrect beneficiary's bank account; or
- b) where any such errors emanate in making such payments by the interested party to the Company; and
- c) where such payments do not reach the Company timeously or at all.

8.8 In the event that such payment reaches the Company at a later date other than the date specified by the Company then the interested party will be refunded in accordance with these terms and conditions.

8.9 Subject to clauses 8.12 and 8.13 below, should the interested party decide of his own accord that he no longer wishes to proceed with the order then, at the sole discretion of the Company, the interested party may be held liable for a reasonable cancellation fee of R20 000.00 to be deducted from such reservation fee made to the Company and he will further irrevocably forfeit his registration and any such preference to the order previously made by interested party.

8.10 The interested party will be held liable for all such banking fees and fees associated thereto in receiving such amounts from the interested party by the Company and/or, where applicable, all such banking fees and fees associated thereto in refunding such amounts to the interested party by the Company.

8.11 The Company accepts that it may not be in physical possession of certain limited-edition vehicles at the time that such reservation fee is requested from the interested party. In these circumstances, the Company will advise the interested party when such vehicle is available and will afford the interested party an opportunity to physically inspect the vehicle. The physical inspection

must be arranged with a sales consultant within 5 days of receiving a notification from the Company to inspect the vehicle.

8.12 Should the interested party fail to physically inspect the vehicle or indicate their intention to do so within the time period specified herein, he will be deemed to have accepted the purchase of the vehicle and he will be contractually bound in terms of the offer to purchase agreement generated by the Company and will be required to follow the Company's standard procedures as and when the interested party is called upon to do so.

8.13 The Company accepts that the interested party may not be satisfied with certain limited-edition vehicles upon physical inspection. In the event that the interested party is dissatisfied for whatever reason after such physical inspection, the interested party must notify the Company in writing within 5 days after the date of inspection and request a refund of their reservation fee in accordance with these terms and conditions. The interested party must direct such written request to [chayaf@kia.co.za](mailto:chayaf@kia.co.za). The interested party accepts that after such request is made to the Company then he will irrevocably forfeit his registration and preference over such order and the order will be allocated to the next qualifying interested party on the waiting list held by the Company for such limited-edition vehicle.

8.14 Subject to clauses 8.8 and 8.9 above, the interested party accepts that in the event that he qualifies for a refund of his reservation fee it can take up to 14 days for the funds to be refunded by the Company and/or a further 14 days for the funds to clear into the interested party's nominated bank account.

8.15 In the event that the interested party is satisfied with the limited-edition vehicle and wishes to proceed with the purchase of such vehicle then he will be required to enter the Company's standard Offer to Purchase Agreement and the reservation fee will be discounted from the final cost of the car.

8.16 In the event that it becomes evident that the interested party is involved in, or associated with, any such criminal activity and/or has acted in contravention of any laws of the Republic of South Africa and/or that such funds received from the interested party emanates from such criminal activity, then the Company shall report such information to the relevant bureaus and the interested party accepts complete liability in accordance with clauses 9 and 13 of these terms and conditions. The interested party hereby indemnifies the Company and associated indemnified parties against all such harm and losses arising therefrom which may be sustained by the Company and indemnified parties.

8.17 Should the interested party seek financial assistance from any suitably licensed financial institution then the interested party accepts that, in the event that the interested party fails to qualify for suitable finance for such vehicle, the interested party will forfeit such registration and preference on order. In such circumstances, the interested party will qualify for a refund of his reservation fee.

8.18 No vehicle will be released to the interested party unless full payment is received from the interested party and/or from any suitably licensed associated financial institution who will be liable for payment on behalf of the interested party.

8.19 The Company may specify further specific conditions in addition to these terms on any limited-edition vehicle or promotions related thereto from time to time.

## **9. CHANGE IN TERMS AND CONDITIONS**

9.1. We have an absolute discretion to change the terms and conditions of this Agreement at any time. If we do so, we will post details of any changes on this Site, which changes will be effective forthwith.

9.2. By accepting this Agreement, you also agree to accept and be bound by any changes made by us under this clause 8 above. In any event, your continued use of the Services after any changes to the terms of this Agreement have taken effect in accordance with clause 8.1 above, will be deemed to be your acceptance of those changes to the terms of this Agreement. The user agrees to view the current version each time that this site is visited.

9.3. The current version of these terms and conditions will govern the respective rights and obligations of the Company and the user each time the user access this site.

## **10. LINKED THIRD PARTY SITES**

10.1. This site may contain certain images and links to other third party websites ('linked sites') with information and material produced by other parties. The linked sites are not under the control of the Company and the Company is not responsible for the content of any linked site, including without limitation any linked contained in a linked site or any changes or updates to a linked site.

10.2. the Company is not responsible for webcasting or any other form of transmission from linked sites nor is the Company responsible if the linked site is

not working appropriately.

10.3. the Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site, their business or security practices or any association with its operators nor does it imply that the Company agree with, edit or sponsor the content on such web pages.

## **11. HYPERLINKS, DEEP LINKING, CRAWLERS, METATAGS AND FRAMING**

11.1. Save insofar as it is permitted by an e-trader agreement entered into with the Company, no third party may establish a hyperlink, deep-links, frames, metatags or similar reference, whether electronically or otherwise (collectively referred to as 'linking'), to this site without the Company's prior written permission. An application for linking must be submitted to Kia Motors South Africa[SM6]

11.2. the Company's consent may be withheld or granted in their absolute and sole discretion and subject to any conditions specified by the Company.

11.3. No user or any third party may frame this site or any of the pages on this site in any way whatsoever.

11.4. No user or any third party may use any technology to search and gain any information from this site without the prior written permission from the Company.

11.5. Breach of these conditions entitles the Company to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to us on an attorney and own client scale.

11.6. We will try and answer your application as soon as possible. If we do not respond in writing within 5 (five) business days, we have not agreed to your

request.

## **12. COMPLIANCE WITH THE TERMS AND CONDITIONS**

12.1. You agree that we may and will monitor your conduct if we believe that you are not complying with the terms and conditions of this Agreement. If we do, then we will respect your confidentiality, unless:

12.1.1. doing so would or could implicate us in criminal behavior, a civil wrong, or any other claim by a person for which we may have to pay compensation;

12.1.2. the law compels, requires, or makes it prudent and desirable for us to divulge or disclose the information we hold or know or any documents we possess;

12.1.3. we consider it necessary or desirable to make disclosures to preserve or enforce our interests or rights.

12.2. If we believe, whether or not we have conducted any monitoring, that you are not, or may be in danger of not, complying with any of the provisions of this Agreement, then we may send you a warning asking you to rectify your conduct (although we will not be obliged to do so).

12.3. If you:

12.3.1. infringe or are suspected of infringing the Intellectual Property Rights of any other person;

12.3.2. are suspected of having, or are found by conviction, settlement insurance or otherwise, to have engaged in any fraudulent or other criminal activity in connection with this Site or any other web site; or

12.3.3. have an overdue payment on your AMH account; or

12.3.4. otherwise breach this Agreement,

we may, in our absolute discretion:

(a) withhold from you, your use of any or all of the Services, and access to your personal information;

(b) delete or remove, without incurring any liability to you, any or all of your personal information and block incoming and out-going data or message transfers;

(c) restore the Services if and when you can demonstrate a clear and complete adherence to the terms of this Agreement on a permanent and consistent basis; and

(d) terminate the Agreement that we have entered into with you, and cancel our obligations to provide the Services, if we are not satisfied that you will clearly and completely adhere to the terms of this Agreement, on a permanent and consistent basis, if the Services are restored to you; and

(e) take immediately legal action without telling you, and you agree to repay us our costs of this legal action on the highest scale of attorney and own client.

### **13. USE OF SITE**

13.1. In using this Site, you may and must not:

13.1.1. illegally copy, store, use, alter, modify, impair, interfere with or attempt to interfere with, or distribute software or other data;

13.1.2. alter, damage, destroy, erase, interfere with or attempt to interfere with , or infect our files, data and other computer systems and network resources or those of other users or any other person, or access, copy , modify, rem